



West Lafayette Farmers Market (WLFM)

Formerly the Sagamore West Farmers Market

2014 Vendor Application

We are happy to announce our new name of *West Lafayette Farmers Market*. 2014 marks the 10th anniversary for this farmers market in Cumberland Park. Congratulations to all who have made it a favorite amenity of West Lafayette. Thank you for your interest in becoming a vendor.

This is the new application process. Please read through the instructions and fill in all that apply.

- Read WLFM 2014 Rules

- Read WLFM 2014 Vendor Selection Guidelines

- Complete Application

 - Provide detailed information about your product

 - Pay special to SECTIONS A-D, fill in all that apply to you

- Mail Application

Applicants are expected to read the WLFM 2014 Rules and WLFM 2014 Vendor Selection Guidelines prior to completing the application. These materials can also be found on the West Lafayette Farmers Market website (<http://tinyurl.com/WLFarmersMarket>) or may be requested from the West Lafayette Parks Department (ckolb@wl.in.gov). Applications not completed as directed may be rejected. Acceptance as an WLFM vendor is not guaranteed, and all applications are reviewed each year by the WLFM Market Master. Applicants will be notified via e-mail* of application status.

**Phone notification may be provided based on individual needs and must receive prior authorization from Market Master.*

Acceptance of application and continued participation is based on an applicant's compliance with the Market Rules. No vendor will be considered without completing this application.

Mail completed applications plus payment by April 1, 2014 to be included in advertising.

Please make checks payable to: West Lafayette Parks and Recreation - Farmers Market

Send entire WLFM Application, pages 1-14 to:

West Lafayette Parks and Recreation - Farmers Market

Attn: Cheryl Kolb

1101 Kalberer Road

West Lafayette, IN 47906

West Lafayette Farmers Market Rules 2014

West Lafayette Parks and Recreation (hereinafter "Parks") and the West Lafayette Market Advisory Committee (hereinafter "WLMAC") (collectively hereinafter "Market Sponsors") will cosponsor the 2014 West Lafayette Farmers Market.

In consideration for the right to participate in the 2014 West Lafayette Farmers Market (hereinafter "Market"), the undersigned Vendor (hereinafter "Vendor") agrees to the following, and to the acknowledged WLFM 2014 Rules and WLFM 2014 Vendor Selection Guidelines, which are incorporated herein by reference and are a part of this application and contract.

Administration

The Market is administered by the Market Sponsors. The Market Sponsors set participation fees and determine Market policies. The Market Sponsors and their representative (hereinafter "Market Master") have the authority to determine Vendor participation, resolve disputes, and disqualify Vendors for violations of this contract and the rules and policies of the Market. Vendor agrees to abide by and follow any determination by Market Sponsors with regard to the operation of the Market.

Market Staff

The Market Master is responsible for operation of the Market. The Market Master (or designated representative) will be at the Market Site during every Market day from 3pm until Market close. The Market Master is an independent contractor for West Lafayette Parks and Recreation. Please be aware that, except for the Market Master & Manager, all others who help with operation of the Market are volunteers who give graciously of their time and talents to provide this service to the West Lafayette community.

Eligibility of Vendors

A Vendor is a person who regularly and directly works in the cultivation, production, harvest/gathering, or crafting of permitted goods, as defined in this contract, and has signed this contract. "Vendor" may be the actual producing individual, an immediate family member, or the staff or employee of the producing individual's farm or business.

The Vendor agrees to abide by all applicable federal, state, and local laws and ordinances, and agrees that the violation by Vendor of such a law or ordinance may be deemed by Market Sponsors, in their sole discretion, to be a material breach of this contract. The Vendor shall not sublease its Market participation space with other Vendors or Non-Vendors.

Operations

The Market is open Wednesdays, May through October in
Cumberland Park at 3065 N. Salisbury Street, West Lafayette, IN.
Spring/Fall Hours: 4 - 7pm May, September, October
Summer Hours: 4 - 8pm June, July, August

The Market Sponsors reserve the right to alter the schedule due to severe weather.

Registration to Participate

The Vendor must have a completed application, a signed contract and have paid all applicable participation fees before selling any goods at the Market. Contracts must be signed by the Vendor, the Market Master, and Parks at least seven days prior to the date of the Market at which the Vendor desires to participate. The information contained in these documents is Public Record. No portion of the market participation fee will be refunded after the beginning of the Market Season.

Types of Contracts

Option 1

Vendor selling items grown, raised, produced or hand-made by vendor.

Usage of 1 10'x12' space, Participation Fee \$85

Additional usage of space may be purchased for \$85

Option 2

2 vendors selling items grown, raised, produced or hand-made by vendors.

Usage of 1 10'x12' space, Participation Fee **\$85 for each vendor involved**

Booth Space, Location, and Special Needs:

Booths are 10'x12'. Vehicles are to be unloaded at booth then parked in parking lot. Some vendors will have assigned spaces based on their previous participation in the Market. Each Vendor must keep its products and equipment within its assigned space at the Market. Tent tie-down weights are required and shall be provided by the vendor. Failure to provide tent tie-down weights may cause exclusion from market activities for that day.

Goods Permitted for Sale and Verification

The Market Sponsors reserve the right to verify that the Vendor produces 100% of the items sold at the Market (unless otherwise specified and pre-approved by Market Master) at the Production Location Address listed on the Application. If the Vendor leases property for products sold at the Market, a copy of the signed lease agreement(s) must be included with the contract. Vendor shall provide upon request within two business days a crop plan and farm map for the leased property, receipts for planting or labor on the leased property, and any State filings that corroborate the business relationship.

Vendor Categories

Grower

Grows vegetables, fruits, herbs, animal products, or other agricultural products

Vendors may only sell products that they have grown, raised or produced.

The reselling of any product is not permitted.

Selling potted plants

The value of the container in which the plant is sold shall not exceed 30 percent of the average market value of that type of plant on the day of the sale. Container plants must either be propagated by the Vendor or grown to maturity for a minimum of six weeks.

Selling honey

Vendor must post a visible sign informing customer of the danger of feeding honey to infants and children less than two years of age.

Selling eggs

Eggs must be kept at 45° F or less, or as otherwise recommended by the Tippecanoe County Health Department. Vendor must exhibit current egg vendor license issued by the Indiana State Egg Board.

Producer of Value-Added Foods

Processes frozen, refrigerated, shelf-stable foods or prepares foods on premise

Vendors may only sell products that they have hand-made or produced.

The reselling of any product is not permitted. 50% of product by volume (excluding water) must be Vendor-grown, raised, processed, or produced. Foods must be prepared according to health department regulations and have proper labeling, including but not limited to, name of product, name and address of producer, location of preparation, contents, ingredients, net weight, and price. Vendor must provide documentation to Market Sponsors of all necessary permits, licenses, and approvals. Vendor may be required to submit the recipe for a processed food item to the Market Sponsors for verification that it meets these guidelines.

Prepared at the Market by Vendor

Preparing food at the Market is permitted if: Prior approval is received from the Market Sponsors and the prepared food meets the guidelines specified for processed foods (except that guideline requiring food preparation in a health department licensed facility) and on-site preparation facilities and equipment meet the requirements of the Tippecanoe County Health Department, and the Vendor is issued a food preparation permit by said Department for said facilities and equipment.

Artisan

Hand-makes art and craft items

Vendors may only sell products that they have hand-made or produced.

The reselling of any product is not permitted.

All items must be original and handcrafted by the Vendor and juried by the Market Sponsors.

Items must be safe, have a reasonable life expectancy, and exhibit quality of craftsmanship;

Items on display must be for sale.

Unacceptable items include, but are not limited to: Items made from kits, items in which a commercially made piece is central to the design, items made in a production studio.

To have an item juried, applicants must submit representative samples of each different type of art and/or craft item for approval by the Market Sponsors. Items will be reviewed for originality, quality, artistic competence, and compliance with the above guidelines. Art and craft items may be sold only after being juried by the Market Sponsors. Items juried and approved for sale at the Market in previous years do not need to be approved again for subsequent years.

Vintner

A licensed Indiana Winery

A licensed Indiana winery may sell wines it has produced in the State of Indiana (regardless of source of raw materials) (hereinafter referred to as a "Market Winery Vendor"). "Produced in the State of Indiana" shall mean that the wine was fermented and bottled within the boundaries of the State of Indiana. A Market Winery Vendor must obtain the necessary permits and/or licenses from the State of Indiana to sell wines. A Market Winery Vendor must follow all rules, ordinances, regulations, and laws of the City of West Lafayette and the State of Indiana. A Market Winery Vendor shall also secure and keep a Certificate of General Liability Insurance that names the City of West Lafayette and the West Lafayette Board of Parks and Recreation as additional insured.

A Market Winery Vendor may sell wines each week the Market is open in the approved space.

A Market Winery Vendor may sell closed/capped/corked bottles of wine;

A Market Winery Vendor may sell wines by the glass for consumption in the approved space.

A Market Winery Vendor may sell wine samples for consumption in the approved space.

A Market Winery Vendor shall not serve wine to any member of the public who appears to be intoxicated and shall not allow any member of the public to become intoxicated through the Market Winery Vendor's provision of wine.

Vendor Status

New names this season to distinguish between vendor groups.

Perennial Vendor (previously known as Permanent Vendor) A returning vendor, displayed great Vendor Performance, receive choice of Load-In Groups, receives use of a permanent space, may be included in early promotions.

Annual Vendor (previously known as Non-Permanent Vendor) A first time or returning vendor, will be assigned a Load-In Group, does not have use of a permanent space and will be placed according to daily market needs.

Market Day Procedures

Load-In Group 1 queues in the south parking lot by 1:45pm.

At 2pm the queue moves from the south parking lot to the north lot for unloading.

Load-In Group 2 (vendors and non-profits) queues in the south parking lot by 2:45pm.

At 3pm the queue moves from the south parking lot to the north lot for unloading.

As you pull to the front of the line, a volunteer will check you in and direct you into the market area. If you are an Annual Vendor, a space will be assigned to you for that day.

All vehicles must be out of the Market area by 3:45pm

No vehicles will be allowed back into Market area until Market is closed.

At market close, you will be advised about how to re-enter the market with your vehicle to load your equipment. All tents and umbrellas must have tent weights securely fastened to all legs.

Vendors and Non-profits must conduct all business from assigned space. Soliciting in the aisles is strictly prohibited. Each Vendor must occupy their assigned space by 3:15 pm on each Market day or the Market Master may fill that space.

Vendor Point System

Points accrued during and prior to 2013 will be used to assign spaces for the 2014 Market. New criteria will be added to the Point System for 2014 Market Season measuring vendor performance. Performance is measured by adherence to Market Rules about labeling, display and signage, ability to follow directions, communication with Market Management, punctuality and clean-up. Failure to notify the Market Master of absence in advance will jeopardize future participation in the Market. Two consecutive failures to notify may result in contract termination with no refund.

Labels

All items offered for sale at the Market must be clearly priced. All vegetables, fruits, herbs, animal products, or other agricultural products must bear labels with the following information at the point of display:

Name of the item

City where the item was grown/produced

Name of your farm/business

The retail price and purchasing unit for the item (i.e., per pound, each, per basket, etc.)

The point of display labels for each item shall be at least 4" x 6". Labels may be handwritten or computer generated and may contain other educational information. Failure to provide labels as specified above may cause exclusion from market activities for that day.

Business Signage

All vendors are required to display a sign, no smaller than 2'x1', with the business name clearly displayed each Market day.

Health and Safety Requirements

All items intended for human consumption shall be kept off the ground at all times, and be in safe and sound condition. The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Unless otherwise specified, no potentially hazardous foods are permitted for sale.

Equipment and Supplies

Each Vendor must supply its own tables and other display equipment. If selling goods by weight, the Vendor must supply a legal produce scale, which is subject to periodic inspections by the Tippecanoe County Department of Weights and Measures. Umbrellas, tents, and other weather protection devices, if used, shall be supplied by the Vendor, who is solely responsible for damages or personal injury resulting from the use thereof. Weights are required and must be provided by the Vendor.

Property Maintenance and Utilization

Vendors must vacate the premise one hour after close of the Market. This includes the removal of all personal items, compost, trash and equipment. Do not place compost in trash cans. Dump excess water around plants in landscaped areas away from Market area. Vendors must clean litter and debris before leaving, or be subject to fine under the West Lafayette Municipal Code and expulsion from further Market participation. The Market Master reserves the right to alter the schedule.

Pets Prohibited

No pets shall be permitted in vendor spaces at the Market as prohibited by health department regulations.

Indiana Sales Tax

Plants, crafts, and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchants Certificate through your regional Indiana Department of Revenue office, 100 Executive Drive, Lafayette, Indiana, (765) 448-6626.

Issue receipts

Vendors must be prepared to issue receipts when needed.

Sale of Wine/Wine Tasting

Vendors considering the sale of wine, with wine tasting, must meet certain requirements, **provide Certificate of Liability Insurance** and apply for festival days through the:

Indiana Alcohol and Tobacco Commission

302 W. Washington Street
Indiana Government Center South
Room E-114
Indianapolis, IN 46204
Phone: (317) 232-2430
Fax: (317) 234-1520
Email: comments@atc.in.gov

Sale of Plant Material

Vendors selling woody ornamental plants should contact the Indiana Department of Natural Resources, Entomology Division, 402 W. Washington St., Room 290W, Indianapolis, Indiana 46204, phone (317) 232-4120, to determine licensing and inspection needs. The purpose of inspecting plants is to prevent the spread of disease and pests. The transfer of disease can result in the imposition of quarantines on entire regions.

Organic Certification

If you have questions regarding organic certification, please contact the United States Department of Agriculture Service Center, 1812 Troxel Court, Lafayette, Indiana, phone (765) 474-9992. Federal law requires that any grower with sales over \$5,000 calling their product organic must be certified organic by an USDA-accredited agency. It also requires organic growers with less than \$5,000 in sales to comply with the USDA rules.

Important Addresses and Telephone Numbers:

West Lafayette Parks & Recreation
1101 Kalberer Road, West Lafayette, IN 47906
(765) 775-5110

Tippecanoe County Health Department
20 N. 3rd St., Lafayette, IN 47901
(765) 423-9221

West Lafayette Farmers Market Vendor Selection Guidelines 2014

Our mission is to provide a venue for directly connecting growers of locally farmed foods and other hand-made goods to customers in the Greater Lafayette Area and to help foster the relationship between producers and consumers that creates loyalty and sustainability in local buying practices.

Toward these goals, the Market will use the following general guidelines in evaluating vendor applications. The Market must always consider product balance and space availability when evaluating vendor applications. Re-selling of products produced by a different business/entity will not be permitted, and is grounds for immediate dismissal from market.

Priority will be given to vendors who use local sources in as many aspects of their product or production as possible.

Priority will be given to growers and producers whose products travel short distances to this Market.

Priority will be given to products that demonstrate high craftsmanship and originality.

Priority will be given to vendors who promote their participation in this Market.

Priority will be given to vendors who consistently provide clean, attractive, and informative displays.

Priority will be given to vendors who adhere to the Market Rules regarding; labeling display and signage, ability to follow directions, punctuality, clean-up and communication with Market Management.

Priority will be given to vendors who provide courteous customer service, honest, transparent and straightforward information to customers and Market Management about products, farming, production and processing practices.

Priority will be given to vendors who package and label in such a way as to minimize waste, and to differentiate from commercial style packaging.

Returning Vendors

Returning vendors will be prioritized with consideration given to above statements and the following:

History of compliance with WLFM Rules and WLFM Vendor Selection Guidelines, as well as adherence to federal, state and local regulations

Positive conduct toward customers, fellow vendors, market management and volunteers

Attendance and length of time the applicant has been a vendor at the Market

History of timely submissions of application, licenses and payments

West Lafayette Farmers Market Vendor Application for 2014

Business Name _____

Primary Contact Name _____

Mailing Address _____

City, State, Zip Code _____

Phone _____ Email _____

Production Location Address (if different from above)

Please list any special equipment such as a grill, propane tank, or portable generator you might want to bring. _____

Is this the first time you've sold your product? _____ Yes _____ No

If no, how long have you been selling? _____

Please describe ways in which you reach and communicate with your existing customers.

Is this a full-time job for you? _____ Yes _____ No

What sets your products apart from others _____

Please list any other markets you will be participating in during 2014 _____

Describe any promotions you have planned for the 2014 season _____

Goods Permitted for Sale and Verification

The following categories of vendors are permitted to sell at the Market. The Market Sponsors reserve the right to verify that the Vendor produces 100% of the items sold at the Market (unless otherwise specified and pre-approved by Market Master) at the Location Address listed on the Application. If the Vendor leases property for products sold at the Market, a copy of the signed lease agreement(s) must be included with the contract. Vendor shall provide upon request within two business days a crop plan and farm map for the leased property, receipts for planting or labor on the leased property, and any State filings that corroborate the business relationship.

Market Schedule

Vendors are expected to be at all 26 markets, unless otherwise noted. We understand that weather is unpredictable and farmer's crops are subject to that unpredictability. Keeping that in mind, give us your predicted market schedule. The 2014 Market dates are listed below. Put an "X" on the dates you will attend. In the box to the right, give a brief explanation of why you are unable to attend on missed days.

May:	7th	14th	21st	28th		
Jun:	4th	11th	18th	25th		
Jul:	2nd	9th	16th	23rd	30th	
Aug:	6th	13th	20th	27th		
Sep:	3rd	10th	17th	24th		
Oct:	1st	8th	15th	22nd	29th	

Any changes to your attendance schedule must be sent via e-mail to wlaf.farmersmarket@gmail.com and are subject to availability, and approval from the Market Master. Failure to notify the Market Master of absence, in advance, will jeopardize future participation in the Market. *Two consecutive failures to notify will result in an automatic cancellation of your contract for the season with no refund.*

Types of Contracts

Option 1

Vendor selling items grown, raised, produced or hand-made by vendor.

Usage of 1 10'x12' space

Participation Fee \$85

Additional usage of space may be purchased for \$85

Option 2

2 vendors selling items grown, raised, produced or hand-made by vendors.

Usage of 1 10'x12' space

Participation Fee **\$85 for each vendor involved**

Vendor Categories: (please select all that apply)

☐ **Grower**

Grows vegetables, fruits, herbs, animal products, or other agricultural products

☐ **Producer of Value-Added Foods**

Processes frozen, refrigerated, shelf-stable foods or prepares food on premise

☐ **Artisan**

Hand-makes art and craft items

☐ **Vintner**

A licensed Indiana Winery

Section A Grower

Grows vegetables, fruits, herbs, animal products, or other agricultural products.

Vendors may only sell products that they have grown, raised or produced.

The reselling of any product is not permitted.

Selling potted plants

The value of the container in which the plant is sold shall not exceed 30% of the average market value of that type of plant on the day of the sale. Container plants must either be propagated by the Vendor or grown to maturity for a minimum of six weeks.

Selling honey

Vendor must post a visible sign informing customer of the danger of feeding honey to infants and children less than two years of age.

Selling eggs

Eggs must be kept at 45° F or less, or as otherwise recommended by the Tippecanoe County Health Department. The Vendor must exhibit a current egg vendor license issued by the Indiana State Egg Board.

Please list all items you wish to sell at Market. Attach separate sheet if needed.

Are you a USDA Certified Organic farmer? _____Yes _____No

Are your products Certified Naturally Grown? _____Yes _____No

Do you have a CSA? _____Yes _____No

Describe aspects of your process or product that make you unique or attractive to consumers.

Meat and animal products growers:

Please provide name and contact info of the company that processes your products.

Section B Producer of Value-Added Foods

Process frozen, refrigerated, shelf-stable foods or prepare foods on premise.

Vendors may only sell products that they have grown, raised or produced.

The reselling of any product is not permitted.

50% of product by volume (excluding water) must be Vendor-grown, raised, processed, or produced. Foods must be prepared according to health department regulations and have proper labeling, including but not limited to name of product, name and address of producer, location of preparation, contents, ingredients, net weight, and price. Vendor must provide documentation to Market Sponsors of all necessary permits, licenses, and approvals. Vendor may be required to submit the recipe for a processed food item to the Market Sponsors for verification that it meets these guidelines.

Prepared at the Market by Vendor

Preparing food at the Market is permitted if: Prior approval is received from the Market Sponsors and the prepared food meets the guidelines specified for processed foods, except that guideline requiring food preparation in a health department licensed facility; and on-site preparation facilities and equipment meet the requirements of the Tippecanoe County Health Department, and the Vendor is issued a food preparation permit by said Department for said facilities and equipment.

Sale of Cocoa, Coffee, Teas, & Lemonade

Vendors considering the sale of homemade or freshly-brewed cocoa, coffee, cider, tea, or lemonade may do so, but items must be prepared according to health department regulations and have proper labeling, including, but not limited to, name of product, name and address of producer, location of preparation, contents, ingredients, net weight, and price. The vendor must provide documentation to Market Sponsors of all necessary permits, licenses, and approvals. The vendor may be required to submit the recipe for a processed food/drink item to the Market Sponsors for verification that it meets these guidelines. Note: The West Lafayette Farmers Market Information booth is the only booth allowed to sell bottled or canned drinks. The monies received for these sales are used entirely to support the market.

Please list all items you wish to sell at Market. Attach separate sheet if needed.

Do **you** grow or raise any of the ingredients in your products? _____Yes _____No
If yes, explain how they are used in your products.

Do you use any **locally grown** ingredients in your products? _____Yes _____No
If yes, explain how they are used and where they come from _____

Are your products prepared in a certified kitchen? _____Yes _____No
Please provide name and contact info of kitchen you use _____

Expiration date of Food License _____

Do you process products yourself ? _____Yes _____No

If No, please provide name and contact info of the company you use _____

SECTION C

Artisan

Hand-makes art and craft items

Vendors may only sell products that they have hand-made or produced.

The reselling of any product is not permitted.

All items must be original and handcrafted by the Vendor and juried by the Market Sponsors.

Items must be safe, have a reasonable life expectancy, and exhibit quality of craftsmanship.

Items on display must be for sale.

Unacceptable items include, but are not limited to: Items made from kits, items in which a commercially made piece is central to the design, items made in a production studio.

To have an item juried, applicants must submit representative samples of each different type of art and/or craft item for approval by the Market Sponsors. Items will be reviewed for originality, quality, artistic competence, and compliance with the above guidelines. Art and craft items may be sold only after being juried by the Market Sponsors. Items juried and approved for sale at the Market in previous years do not need to be approved again for subsequent years.

Do you design or construct some or all components of production yourself? _____ Yes _____ No

Please list all items you wish to sell at Market. Attach separate sheet if needed.

SECTION D

Vintner

A licensed Indiana Winery

A licensed Indiana winery may sell wines it has produced in the State of Indiana (regardless of source of raw materials) (hereinafter referred to as a "Market Winery Vendor"). "Produced in the State of Indiana" shall mean that the wine was fermented and bottled within the boundaries of the State of Indiana. A Market Winery Vendor must obtain the necessary permits and/or licenses from the State of Indiana to sell wines. A Market Winery Vendor must follow all rules, ordinances, regulations, and laws of the City of West Lafayette and the State of Indiana. A Market Winery Vendor shall also secure and keep a Certificate of General Liability Insurance that names the City of West Lafayette and the West Lafayette Board of Parks and Recreation as additional insured. Said policy shall have limits of:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$2,000,000

General Aggregate (other than Prod/Comp Ops Liability) \$2,000,000

Personal & Advertising Injury Liability \$1,000,000

A Market Winery Vendor may sell wines each week the Market is open and in the approved space.

A Market Winery Vendor may sell closed/capped/corked bottles of wine.

A Market Winery Vendor may sell wines by the glass, for consumption in the approved space.

A Market Winery Vendor may sell wine samples at the Market.

A Market Winery Vendor shall not serve wine to any member of the public who appears to be intoxicated and shall not allow any member of the public to become intoxicated through the Market Winery Vendor's provision of wine samples.

Please list all items you wish to sell at Market. Attach separate sheet if needed.

Market Sponsors' Remedies for Breach

Violation of any material provision of this contract is a material breach and default by the Vendor. Upon oral notice by the Market Sponsors to the Vendor of the occurrence of a breach or default during Market hours, and the Vendor's failure to correct the breach immediately, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

The Market Sponsors may conduct an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the Market Sponsors to conduct such an inspection. If the Market Sponsors determine after the inspection that there is a reasonable likelihood that the Vendor did not produce the goods for sale at the Market as represented, the Market Sponsors may, in their sole discretion, declare a material breach. Failure of the Vendor to allow said inspection shall be a material breach of this Contract.

Upon occurrence of a material breach of this contract, the Market Sponsors reserve the right to declare this contract terminated, by so stating in a written notice to the Vendor. Notice shall be by US Post Service First Class Mail and shall be effective when said notice is delivered to the post office. Upon breach and notice, the Market Sponsors shall retain, as liquidated damages and not as a penalty, any participation fees paid by the Vendor. The Market Sponsors may also, in their sole discretion, determine that they will not contract with the Vendor to sell at the Market in future seasons.

Covenant Not to Sue

The Vendor will not institute any action or suit at law or in equity against Parks & Recreation and its agents and employees; members of the West Lafayette Market Advisory Committee and their agents and employees; or the Market Manager or Masters as a result of operations under this contract. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this contract.

Indemnification

The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge Parks and its agents and employees; members of the West Lafayette Market Advisory Committee and their agents and employees; and the Market Master for all bodily and personal injury, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Parks and its agents and employees; members of the West Lafayette Market Advisory Committee and their agents and employees; or the Market Master.

This contract is effective upon execution by Parks & Recreation.

Dated this _____ day of _____, 2014.

Applicant requests

_____ Option 1 Contract

_____ Option 2 Contract

Applicant requests usage of _____ spaces for 2014 Market Season

Total Participation Fee of \$ _____

(\$85.00 as Participation Fee. Option 1; additional usage of space may be purchased for \$85.00).

I agree to allow photos of myself, my products, farm, or aspects of my business to be used on WLFM marketing and social media materials. I affirm under the penalties for perjury that the foregoing statements are true and correct.

Vendor Signature: _____

Printed Vendor Name: _____

Date: _____

Vendor's merchandise list is approved as indicated above for inclusion in the 2014 West Lafayette Farmers Market as of this _____ day of _____, 2014.

Market Master Signature: _____

Receipt of above-indicated Participation Fee is acknowledged and approval of this Contract is granted this _____ day of _____, 2014.

West Lafayette Parks & Recreation Signature: _____